

BK 1705 PG 0291

RECORDATION REQUESTED BY:

THE BANK OF MOSCOW
P.O. BOX 277
120 CHARLESTON STREET
MOSCOW, TN 38057-0277

STATE MS. - DESOTO CO.

APR 24 10 48 AM '03

WHEN RECORDED MAIL TO:

THE BANK OF MOSCOW
P.O. BOX 277
120 CHARLESTON STREET
MOSCOW, TN 38057-0277

BK 1705 PG 291
W.F. DAVIS CH. CLK.

SEND TAX NOTICES TO:

BILLY GAINES
P.O. BOX 896
COLLIERVILLE, TN 38017

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

MARIAH LEATH, LOAN PROCESSOR/CLOSER
THE BANK OF MOSCOW
120 Charleston Street
Moscow, TN 38057-0277
(901) 877-6891

NOTE TO CHANCERY CLERK: SECTION 6, TOWNSHIP 2 SOUTH, RANGE 7 WEST.

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 1, 2003, is made and executed between BILLY GAINES, UNMARRIED, whose address is P.O. BOX 896, COLLIERVILLE, TN 38017 ("Grantor") and THE BANK OF MOSCOW, P.O. BOX 277, 120 CHARLESTON STREET, MOSCOW, TN 38057-0277 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 27, 2002 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDED ON APRIL 2, 2002 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI AT BOOK 1483 PAGE 106.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DESOTO County, State of Mississippi:

LOT 119, SECTION C, PLUM POINT VILLAGES SUBDIVISION, AS SITUATED IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 52-54 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

The Real Property or its address is commonly known as 5337 PEACH TRAIL DRIVE, SOUTHAVEN, MS 38671.

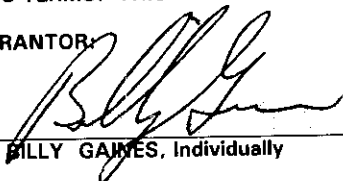
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

MATURITY DATE: APRIL 1, 2004.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 1, 2003.

GRANTOR:

X 
BILLY GAINES, Individually

LENDER: The Bank of Moscow

X 
Authorized Officer
Joe B. Burnette, Jr., VP

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Dayette

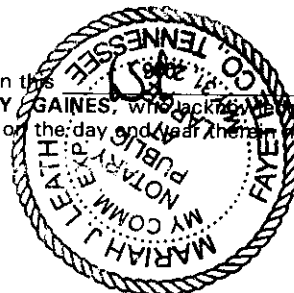
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Personally appeared before me, the undersigned authority in and for the said County and State, on this April day of 2003, within my jurisdiction, the within named BILLY GAINES, who acknowledged that he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

NOTARY PUBLIC

My Commission Expires:

May 31, 2006



LENDER ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Dayette

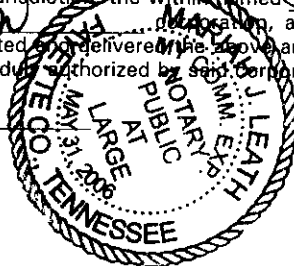
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) SS
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Personally appeared before me, the undersigned authority in and for the said County and State, on this April day of 2003, within my jurisdiction, the within named President of The Bank of Moscow, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said Corporation so to do.

NOTARY PUBLIC

My Commission Expires:

May 31, 2006



BANK
OF
MOSCOW
P.O. BOX 277
MOSCOW,
TENNESSEE
38057-0277